

CALIFORNIA STATE LANDS COMMISSION

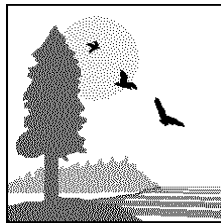
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

CURTIS L. FOSSUM, Executive Officer

(916) 574-1800 FAX (916) 574-1810

California Relay Service From TDD Phone **1-800-735-2922**

from Voice Phone **1-800-735-2929**



Contact Phone: (916) 574-1871

Contact FAX: (916) 574-1875

INVITATION FOR BID**Bid Log 2011-01**

August 31, 2011

Notice to Prospective Bidders

The California State Lands Commission (CSLC) has issued the enclosed Invitation for Bid (IFB), **Bid Log Number 2011-01, entitled "2011 Batiquitos Lagoon Maintenance Dredging Project."** Work shall be performed in accordance with the terms and conditions of this IFB.

All agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that are no longer attached as an exhibit to the agreement. These can be viewed and downloaded from the Internet website <http://www.ols.dgs.ca.gov/standard+language>.

The "Contractor Certification Clauses" contain clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The Certification will be kept on file in a central location and must be renewed every 3 years and updated as changes occur.

Contract Highlights

Contractors License: Bidders must possess a contractor's license appropriate to the work to be performed. A Class A, General Engineering Contractor license in good standing is required as of the date of receipt of bid. **All Bidders must submit copies of their licenses qualifying them to bid on the work in this IFB. Please see specific requirements in Paragraph 4 – Bidder Minimum Qualification of the IFB.**

Mandatory Pre-bid Conference/Site Inspection: To meet environmental and recreational restrictions and the window of time for which dredging operations are allowed, an abbreviated timeline is necessary. A mandatory pre-bid conference is scheduled at **4:30 PM on Friday, September 16, 2011; prospective bidders are to be assembled at the Batiquitos Lagoon E-1 Least Tern Nest Site off La Costa Avenue Park & Ride (See attached map).** **BIDDER MUST COME PREPARED TO INSPECT AND ASSESS THE ENTIRE JOB.** If joint ventures wish to bid, at least one participant in the joint venture must attend this Pre-bid Conference/Site Inspection.

Bidders are required to examine the work site and specifications on the above date and time. Bids will be accepted only from those bidders who arrive no later than the time specified above, sign the sign-in sheet provided, and participate in 100% of the walk-through activities, including receipt of information disseminated by CSLC staff before the physical walk-through.

Bid Bond: Bids shall be accompanied by one of the following form of bidder's security: cashier's check, certified check or bidder's bond executed by a surety made payable to the "California State Lands Commission." **The security deposit must be equal to 10 percent of the amount bid. Please identify "Bid Log Number 2011-01" on your check or bond.**

Payment Bonds: Upon award of the agreement, Contractor shall furnish a payment bond made payable to the "California State Lands Commission" in a sum equal to 100% of the contract value. Payment bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California; two copies using State form STD 807.

Performance Bond: Upon award of the agreement, Contractor shall furnish a performance bond made payable to the "California State Lands Commission" in a sum equal to 100% of the contract value. Performance bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California. Two copies required on standard bonding company forms.

Prevailing Wage: Comply with Labor Code Section 1775. Contractor shall comply with the Labor Code and pay prevailing wage rates recognized in the collective bargaining agreement, applicable in the County in which the work is to be performed and applicable to the particular craft, classification, or type of worker employed on the project.

Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated. Additionally, the Contractor agrees to pay to each worker the difference between the actual amounts and paid for each calendar day or portion thereof, and the stipulated prevailing wage rate.

Record Keeping: Contractor and their subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

Small Business Enterprise Preference Program: Small business preference will be granted on this invitation for bid. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

Disabled Veterans Business Enterprises (DVBE) Requirement and Incentive:

This project has a mandatory participation goal of six percent (6%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE). This six percent (6%) goal may be achieved by a combined effort of the Consultant and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Consultant will clearly identify within their proposal, those sub-contractors that are certified DVBE's. The cost estimate will identify the amounts allocated to those sub-contractors that are certified DVBE's in their cost proposal.

For general regarding DVBE contracting assistance, email osdshelp@dgs.ca.gov or call (916) 375-4940.

DVBE Incentive: For this IFB, we are offering progressive incentives to those bidders who exceed the six percent (6%) DVBE participation requirement. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process. For award based on low bid, the incentive is applied by reducing the bid price by the amount of incentive points received.

Bid Transmittal/Submittal Instructions: A minimum of 2 copies of sealed bids must be received at the address specified below **no later than 2:00 P.M. on September 28, 2011.** Bids will be publicly opened immediately thereafter at the address specified below. Bid amounts will be read, provided any person present desires the bids to be so read.

Annabell Abeleda, Contract Officer
California State Lands Commission
100 Howe Avenue, Suite 100 South,
Sacramento, California 95825

Enclosures:

INVITATION FOR BID FOR

Bid Log Number 2011-01

**2011 Batiquitos Lagoon Maintenance
Dredging Project**

August 31, 2011

**State of California
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825-8202**

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Exhibit A - Scope of Work and Specifications and Drawings available at:

http://www.slc.ca.gov/Misc_Pages/Contracting_Opportunities_Home_Page.html

Appendices listed below available at:

http://www.slc.ca.gov/Misc_Pages/Contracting_Opportunities_Home_Page.html

- A. RWQCB Water Quality Certification
- B. Kinnetic Labs Sediment Sampling Project Summary –
(Appendices available at <ftp://ftp.merkelinc.com/Merkel/Batiquitos>)
- C. Draft State Parks Right-of-Entry Permit
- D. Coastal Commission CDP Notice of Intent to Issue Permit

A) Contract Specifications

1. **General Conditions** 幸 Work under this contract will be performed under the jurisdiction of the California State Lands Commission (CSLC). CSLC Staff will execute the contract documents, coordinate with the Contractor as necessary and conduct inspections to insure that the work is performed in strict accordance with the Scope of Work and Specifications. No deviations from these Specifications will be permitted without concurrence and subsequent authorization from the CSLC Project Manager or his representative. Awarding of this project shall be made to the lowest responsible bidder that complies with all the requirements prescribed herein, subject to budgetary, legislative and control agency approval.
2. **Owner's Representative** – The State has retained the services of Merkel & Associates to serve as Owner's Representative as referenced in Exhibit A Scope of Work and Specifications. The Owner's Representative shall have full on-site authority to act on behalf of the State and the Project Manager.
3. **Term** - Term of the Agreement to be awarded under this IFB will be for one year with the option by the State to extend for one year should permits or other conditions require. Actual work on the Agreement shall not begin until written notification is received from the CSLC Project Manager.
4. **Bidder Minimum Qualifications** - Class A, General Engineering Contractor license is required. The Contractor license must be issued by the California Contractors' State License Board and must be maintained in good standing throughout the contract term.

Sole Proprietorship/Individuals shall submit a copy of his/her own license or that of his/her responsible managing employee holding the license.

Partnerships shall submit a copy of the license of the general partner or its responsible managing employee holding the license.

Corporations or other organizations shall submit a copy of the license of the responsible managing officer or the responsible managing employee holding the license.

Joint Ventures: Bids may be submitted by a Joint Venture without a Joint Venture license pursuant to section 7028.15 of the California Business and Professions Code. Before a contract may be awarded to a Joint Venture, however, a copy of its Joint Venture license issued pursuant to section 7029.1 of the California Business and Professions Code by the Contractors State License Board of California must be submitted to the CSLC Staff unless a written letter from the Board is submitted stating that the Joint Venture is exempt from this requirement.

The following information must be included in the bid package from all bidders:

1. Copies of licenses qualifying firm or joint venture to bid on the project as specified above.
2. The Bidder shall submit evidence that its firm or joint venture partners and subcontractors are experienced and competent to construct the project using a floating dredge and discharge pipeline as well as land based construction equipment. The evidence shall include references from at least four similar and successful projects constructed over the last 10 years. "Similar projects" are defined as hydraulic dredging projects of which at least one project:
 - a) Must have employed a discharge pipeline for placement of the dredged materials
 - b) Must have been conducted in a tidal environment.Each of the five similar projects must include:
 - c) Client for whom the work was performed
 - d) Name, address, contact information as specified below of knowledgeable person of the Client for whom the Project was performed.
 - e) Project Description.
 - f) Name(s) of person(s) in charge of dredging operations.
 - g) Dimensions and volumes of each job.

h) Detailed description of equipment used.

3. This evidence shall demonstrate that the Bidder/Contractor has sufficient competent experienced personnel and proven methods to carry out the operations specified in this IFB. This information shall be provided on the forms provided in attachment 4. No alternative formats will be accepted.
 4. A Dredging Specialist shall supervise all phases of dredging and flow placement. Resumes of one or more individuals proposed to provide this function shall be included. Resumes may not be substituted for the Contractor/Joint Venture partner references.
 5. A list of subcontractors specifying function to be performed (**Bidder Declaration GSPD-05-105**). If function is part of actual dredging operations, experience in similar projects shall be specified. This list must clearly identify any proposed DVBE subcontractors unless the bidding firm is a DVBE. A copy of the State of California DVBE certification shall be included.
 6. Complete detailed listing of equipment proposed to be used on the project.
 7. A detailed rate sheet for all personnel classifications and equipment proposed.
5. **Scope of Work/Deliverables** - Required services to be performed for this proposal are described in the "Scope of Work and Specifications" which is hereby incorporated as **Exhibit A**, "**Specifications**" which can be found at:

http://www.slc.ca.gov/Misc_Pages/Contracting_Opportunities_Home_Page.html

The Contractor shall perform the services as specified to support the development and construction of Batiquitos Lagoon Maintenance Dredging Project. Deliverables are listed in **Exhibit A** and shall be submitted in accordance with the specifications and instructions in Section 1330 "Submittal Procedures."

6. **Cost Proposal** - The cost proposal shall be submitted by completing the **Attachment 3 Cost Proposal Worksheet** in accordance with instructions in **Bid Items List, Section 00410 of Exhibit A**. The cost proposal shall include a total price to perform the work and a rate schedule for all personnel and equipment likely to be used in this contract. The bid price will include all labor, materials, equipment, travel, and every other item of expense incidental to the performance of the contract.
- B) Contract Bonds** - The bidder awarded the contract will be required to furnish a payment bond and performance bond. **Payment and performance bonds shall each be in a sum equal to the amount of the contract.**
1. **Bidders Surety** – A bidders bond or other surety equal to 10% of the total bid shall be submitted with the Cost Proposal. Bidder's security for the three lowest bidders will be held until the agreement has been executed or all bids rejected. After such time, the security shall be returned.
 2. **Payment Bond** – The Payment bond shall secure the payment of the claims of laborers, mechanics, or material-persons employed for work under this Agreement. Upon award of contract, Contractor shall furnish a payment bond made payable to the "California State Lands Commission" in a sum equal to 100% of the contract value. Payment bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California. Two copies of bond shall be submitted on State Form STD 807 (Attachment 10).
 3. **Performance Bond** – The Performance Bond shall guarantee the faithful performance of this Agreement. A notarized statement from the bonding company your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this bid and the resulting Agreement in the sum equal to the amount of the contract. This bond must guarantee Contractor's compliance with the terms of this Agreement. Upon award of contract, Contractor shall furnish a two copies of performance bond made payable to the "California State Lands Commission" in a sum equal to 100% of the

contract value. Performance bond must be issued by a company authorized by the California Insurance Commissioners to transact surety business in California.

- C) Insurance** - Contractor shall be required to provide evidence of coverage for the following:

Commercial Liability Insurance

Commercial general liability insurance at least as broad as the most commonly available ISO policy form CG 0001 covering bodily injury, property damage and personal injury and with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to the Contractor's limits of liability. The policy shall include the State of California, its officers, agents, and employees as additional insured.

Vehicle Liability Insurance

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired. The policy shall include the State of California, its officers, agents and employees as additional insured.

Worker Compensation Insurance

Contractor shall maintain statutory worker's compensation, and employer's liability coverage in the amount of \$1,000,000/employee/disease/each accident, for all its employees who will be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation endorsement in favor of the State of California and the California Department of Parks and Recreation".

Each policy of insurance required by this provision shall: (a) be in a form, and written by an insurer, reasonably acceptable to California State Lands Commission; (b) be maintained at Contractor's sole expense; and (c) require at least thirty (30) days written notice to State prior to any cancellation, nonrenewal or material modification of insurance coverage. Insurance companies issuing such policies shall have a rating classification of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. All Insurance companies issuing such policies shall be licensed to do business in the State of California.

Evidence of the required coverage is to be an original certificate of liability insurance with the California State Lands Commission as the certificate holder. In addition to certificate the additional insured endorsement is needed for the commercial general liability policy, and the waiver of subrogation endorsement is needed for the workers' compensation policy.

- D) Labor:** Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required and workmanship shall be the best. Any person the CSLC Project Manager deems incompetent or disorderly shall be promptly removed from the work by the Contractor.
- E) Subcontractors/Special Services:** When subcontractors or special services are required in performance of the work and have been approved in the work plan, the Contractor will be compensated for invoiced costs of the services **plus markup cost not to exceed 5 percent**. Said markup shall reimburse the Contractor for profit and additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.

F) Equipment: Dredging must be performed by a minimum 12-inch hydraulic dredge with cutter head.

All equipment shall, in the opinion of CSLC Project Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used. Payment for equipment will be for the time that the equipment is operated on the work. The Contractor will not be compensated for idle equipment or for "stand-by" time for equipment, which is not required for a particular phase of work or for which an operator is not available or for which equipment is inoperative due to breakdown. A Work Order may authorize compensation for idle time for specialized equipment that may be required on the site, but used on a limited basis.

After commencement of work, should it become necessary to suspend work for more than 2 working days for reasons beyond the control of the Contractor, the Contractor shall immediately notify CSLC Project Engineer in writing. CSLC Project Engineer will promptly investigate and determine whether or not to compensate the Contractor for the idle equipment. If the CSLC Project Engineer determines compensation is necessary, CSLC Project Engineer will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for idle equipment charges.

G) Accident Prevention: Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor awarded the agreement shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, California Department of Industrial Relations.

H) Disposal - The Contractor shall be responsible for disposal, at an approved dumpsite, of all hazardous material and debris removed. The Contractor shall pay all fees for disposal. Upon the proper disposal of hazards, the Contractor shall provide to the Project Manager a copy of the invoice received from the disposal yard. If any material encountered during the work is determined or is suspected to be a hazardous substance in excess of limits defined in Title 8 CCR 5192 Section (a) (d) Hazardous Waste Operations, the Contractor shall follow all prescribed health and safety procedures during clean-up, packaging, transportation, and disposal or recycling of that material.

At the completion of work at each site, the Contractor shall make every effort to clean up and remove all items of equipment and all rubbish and debris resulting from the performance of work. Any temporary access ramps shall be removed and all beach areas, including access points, etc., shall be restored as closely as possible to their original condition and to the satisfaction of the CSLC Project Manager.

I) Work Site Inspection - Contractor shall at all times permit CSLC Project Manager and any other authorized agents to visit and inspect the work at the workplace.

J) Permits - The Contractor shall be responsible for obtaining the required permits from appropriate agencies for the performance of work except those as specified in the Scope of Work and Specifications. Specifically, the State shall be responsible for obtaining permits and authorizations from the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, the Coastal Commission, and California State Parks.

K) State's Rights to Stop Performance and/or Carry out Work

1. **State's Right to Stop the Work -** If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents; or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the Contract time; or disregards the instructions of the State Project Engineer

when based on the requirements of the Contract documents; State may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; provided however, the right of the State to stop the work shall not give rise to a duty on the part of State to exercise this right for the benefit of Contractor or any other or entity and any delay resulting from such work stoppage shall not extend any milestone date identified in the Contract or the required dates of substantial or final completion.

2. **State Right to Carry out the Work** - If Contractor fails to carry out the work in accordance with the Contract Documents and fails within a five (5) day period after written notice from the State to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, State may regardless of whether an event of default has occurred, and without prejudice to other remedies, the State may have, correct such deficiencies. In such case an offset may be deducted from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for the State's and State Manager's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the difference to State on demand. The correction of such deficiencies by the State or by others shall not relieve Contractor of any obligation or liability for the Work and shall not operate to waive any right or claim of State.

L) Laws and Regulations - Contractor and all his agents and employees shall observe and comply with all prevailing federal and state laws, which in any way affect conduct of work under this agreement. Contractor shall at his expense, obtain all permits and licenses required and shall comply with all laws in connection therewith.

1. Employment of Undocumented Aliens – No State Agency or department, as defined in Public Contract Code Section 10357, that is subject to this code, shall awarded a public contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.
2. Anti-trust Claims – In submitting a bid to the CSLC, the bidder offers and agrees that if the bid is accepted, it will assign to the CSLC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials for work of this Contract. Assignment shall be deemed effective at the time of tender or final payment to Contractor. Contractor shall include, or cause to be included, similar provisions in Subcontracts for work of this Contract.
3. Drug-Free Workplace [≠] The Contractor will, by signing any future Contract agreement, swear under penalty of perjury under the laws of the State of California that Contractor is in compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 - i The danger of drug abuse in the workplace;
 - ii The person's or organization's policy of maintaining a drug-free workplace;
 - iii Any available counseling, rehabilitation and employee assistance programs; and

- iv Penalties that maybe imposed upon employees for drug abuse violations.
- c) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed agreement:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
- 4. Prevailing Wage – Comply with Labor Code Section 1775. Contractor shall comply with the Labor Code and pay prevailing wage rates recognized in the collective bargaining agreement, applicable in the County in which the work is to be performed and applicable to the particular craft, classification, or type of worker employed on the project.
- 5. Hours of Labor – Eight hours of labor constitutes a legal day's work, work performed by employees or contractors in excess of eight hours per day, and 40 hours during one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half time basic rate of pay, as provided in Labor Code Section 1815.
- 6. Travel and Subsistence Payment – Contractor shall pay travel and subsistence payments to each employee needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.
- 7. Apprentices – Properly registered apprentices may be employed in prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- 8. Workers Compensation – In accordance with provisions of Labor Code Section 3700, Contractor will be required to secure payment of workers compensation to his employees.
- 9. Air and Water Pollution Control – In accordance with Public Contract Code Section 10231 and Government Code Section 11017, Contractor and Subcontractor shall comply with Air and Water Pollution Control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Contract. See Exhibit A "Scope of Work and Specifications" for additional requirements.
- 10. Record Keeping – Contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

M) Bid Requirements and Information:

- 1. Time Schedule – All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>
1) IFB available to prospective bidders	<u>September 1, 2011</u>
2) Mandatory Pre-bid Conference/Sites Inspection 4:30 PM	<u>September 16, 2011</u>
3) Final Date for Bid Submission by 2:00 PM	<u>September 28, 2011</u>
4) Public Bid Opening at 2:00 PM	<u>September 28, 2011</u>

5) Notice of Award (<i>Estimated</i>)	<u>September 30, 2011</u>
6) Start Date of Agreement (<i>Estimated</i>)	<u>October 15, 2011</u>
7) Work Completion no later than	<u>March 1, 2012</u>

2. **Mandatory Pre-Bid Conference/Sites Inspection** – Bids may only be submitted by those firms that attended the Mandatory Pre-bid Conference/Site Inspection. In the case of Joint Ventures, only one participant of the Joint Venture is required to have attended. Representatives at the meeting may only represent one firm or joint venture. A subcontractor may not represent a bidder.

3. Submission of Bids:

- a) General questions pertaining to the solicitation that may arise during the bidding period shall be directed in writing by US Mail or electronic delivery (e-mail preferred) to the Contract Officer listed on the front page of this IFB.
- b) All bidders shall have listed therein the names and business address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount excess of one (1) percent of the General Contractor's total bid and the portion of work done by each subcontractor.
- c) Bids not submitted under sealed cover may be rejected. **A minimum of 2 copies of the bid must be submitted.**
- d) Bids shall be accompanied by one of the following form of bidder's security: cashier's check, certified check or bidder's bond executed by a surety made payable to the "California State Lands Commission." **The security deposit must be equal to 10 percent of the amount bid. Please identify "Bid Log Number 2011-01" on your check or bond.**
- e) Contractor shall include as part of the proposal, a list of the hourly fee rates for the specific classes of employees and/or services that may be used for this project.
- f) Bids must be sent to California State Lands Commission by dates and times shown in Section M, Bid Requirements and Information, Item 1) Time Schedule. The sealed envelop must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

(IFB Name and Number)
(Your Firm Name)
(Your Firm Address)
DO NOT OPEN

- g) Mail or hand deliver bids to the following address:

Annabell Abeleda, Contracts Officer
California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202

- h) Bidders are solely responsible for insuring delivery of their bid no later than the date and time specified in this IFB. Use of the U.S. Postal Service, express or overnight delivery, or any other service which might result in delayed delivery shall not relieve the bidders from the conditions of the specified deadline. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid at the address stated above. **Bidders may**

verify receipt of their bid by contacting Annabell Abeleda at (916) 574-1871
abeleda@slc.ca.gov .

- i) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j) **All bids shall include the documents identified in the Required Attachment Checklist.** Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.
- k) Bids to perform work of a kind for which a bidder is not properly licensed and qualified will be rejected.
- l) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications or contingencies will not be considered and will cause a bid to be rejected.
- m) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- n) Costs for developing bids and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State of California.
- o) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- p) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with Section 3, b) above. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- q) Bidders are cautioned not to rely on the State during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- r) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) The CSLC may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- t) The CSLC reserves the right to reject all bids for reasonable cause or where the best interests of the State will be served.

4. Evaluation and Selection:

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

- b) The State will put each bid through a process of evaluation to determine its responsiveness to the State's needs.
 - c) Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
 - d) The final selection will be made on the basis of the lowest responsible bid.
 - e) Bidder's security for the three lowest bidders will be held until the agreement has been executed or all bids rejected. After such time, the security shall be returned.
5. Standard Conditions of Service:
- a) **Upon award of the agreement, Contractor must furnish a payment bond and performance bond. Each bond shall be in a sum equal to the amount of the contract. Payment Bond shall be submitted on State form STD 807.**
 - b) Contract work shall not begin prior to the express date set by the State Lands Commission (CSLC), all government agency approvals have been obtained, and the agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, CSLC, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
 - c) All performance under the agreement shall be completed on or before the termination date of the agreement.
 - d) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site <http://www.ols.dgs.ca.gov/standard+language>.
 - e) Upon award of the agreement, Contractor must complete and submit to the CSLC the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the CSLC.
 - f) Upon award of the agreement, Contractor must sign and submit to the CSLC, page 1(Attachment 8) of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. This document is only required if the bidder has not submitted this form to the CSLC within the last 3 years.
 - g) No oral understanding or agreement shall be binding on either party.
6. Disposition of Bids – Bids will become public records upon publication Award. All documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Notice of Award" is posted. Bids packages may be returned only at the bidder's expense, unless such expense is waived by the CSLC.

7. Standard Agreement Language – The Contractor should review the terms of the proposed Contract and become familiar with its language. This will substantively be the Contract that will be entered into between the State and the Contractor.
8. DVBE Participation Requirement - **This project has a mandatory participation goal of six percent (6%) of the total contract price for qualified Disabled Veteran's Business Enterprise (DVBE).** This six percent (6%) goal may be achieved by a combined effort of the Consultant and sub-contractors. Any business used to meet the DVBE requirement must be certified by or have certification pending with the Department of General Services, Office of Small Business Certification and Resources. Consultant will clearly identify within their proposal, those sub- contractors that are certified DVBE's. The cost estimate will identify the amounts allocated to those sub-contractors that are certified DVBE's in their cost proposal.

Contractor is advised that, commitment made to achieve disabled veteran business enterprise (DVBE) participation, if awarded the contract, Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) section 999.5(d)). Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10, or PCC section 4110 (applies to public works only).

For general regarding DVBE contracting assistance, email osdshelp@dgs.ca.gov or call (916) 375-4940.

DVBE Incentive: For this IFB, we are offering progressive incentives to those bidders who exceed the six percent (6%) DVBE participation requirement. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process. For award based on low bid, the incentive is applied by reducing the bid price by the amount of incentive points received.

CONFIRMED DVBE PARTICIPATION LEVEL	DVBE INCENTIVE
6.01-6.99%	1%
7.0-7.99%	2%
8.0-8.99%	3%
9.0-9.99%	4%
10% and Over	5%

9. Small Business Enterprise Preference Program – To ensure that a fair proportion of California State contracting and subcontracting is placed with small business enterprises, the State of California established a five percent (5%) small business preference program not to exceed (\$50,000). A certified Small Business may only be displaced by another Small Business with higher percentage of DVBE participation and a lower adjusted bid price.

a) Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in § 1896.8, and when the small business:

(1) Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to § 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and

(2) Has submitted a timely, responsive bid; and

(3) Is determined to be a responsible bidder.

(b) Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in §1896.8, and when the non-small business bidder:

(1) Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and

(2) Has submitted a timely, responsive bid; and

(3) Is determined to be a responsible bidder; and

(4) Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

10. Total Business Preference Limitation - The total combined preferences offered on this bid shall not exceed \$150,000. They shall be used only for computation purposes to determine the lowest qualified bidder for selection and award purposes only. The contract shall be awarded at the actual bid amount.

ATTACHMENT 1

REQUIRED ATTACHMENTS AND ENCLOSURE CHECK LIST

A complete bid or bid package will consist of ALL of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments and enclosures must be returned. This checklist should be returned with your bid package also.

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	This Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet – Refer to Section 00410 of Exhibit A <ol style="list-style-type: none"> 1. Bid Items 1-5 2. a. GSPD-05-105 Bidder's Declaration and Listing of Sub-Contractors <ol style="list-style-type: none"> b. Std.843 Disabled Veteran Business Enterprise Declaration and copies of DVBE certification letters for every DVBE used 3. Proposed Equipment and Methodology 4. Detailed Price Listing for Equipment and Labor
_____ Attachment 4	Bidder References must be responsive to Qualifications of Contractors as specified in Section A.4 of IFB. Include Dredging Specialist qualifications
_____ Attachment 5	Compliance with Government Code Section 87100
_____ Attachment 6	Non-collusion Affidavit (must be notarized)
_____ Attachment 7	Pre-qualifications for Contractor

Other Required Items	Name/Description
_____ (Bidder Provides)	Bid Surety equal to 10% of bid amount (no form provided)
_____ (Bidder Provides)	Certification form Surety Company on Sufficient Bonding Capacity (no form provided; must be notarized)

Other items Required as Necessary

_____ Attachment	Darfur Contracting Act Certification
	If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do <u>not</u> need to complete this form.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "Required Attachments and Enclosure" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. It is not necessary to return the other Bid Package materials or the sample Standard Agreement.

- A. All required attachments are included with this certification sheet.
- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name		2. Telephone Number () ()		2a. Fax Number () ()	
3. Address					
Indicate your organization type:					
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership or Joint Venture		6. <input type="checkbox"/> Corporation	
Indicate the applicable employee and/or corporation number:					
7. Federal Employee ID No. (FEIN)				8. California Corporation No.	
Indicate applicable license and/or certification information:					
9. Contractor's State Licensing Board Number		10. PUC License Number CAL-T-		11. Required Licenses/Certifications	
12. Bidder's Name (Print)			13. Title		
14. Signature				15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:					
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____			b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSBCR, if an application is pending:</p>					

ATTACHMENT 2

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a Joint Venture. Any Joint Venture must be properly licensed by the California Department of Consumer Affairs, Contractor's Licensing Board before the Contract may be awarded.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

COST PROPOSAL WORKSHEET

1. Bid Items

Item No. 1 – Mobilization and Demobilization

Provide all labor, materials, equipment, and dredge as may be necessary to mobilize and demobilize construction operations for the project, for the lump sum price of:
(NOTE: Mobilization limited to not more than 20% of total bid. Demobilization limited to not more than 5% of total bid. Mobilization is not deemed complete until 10,000 cy of sand has been dredged, transported, and placed on the receiver beach as a demonstration of operational mobilization. The material volume dredged during mobilization is included in Bid Item No. 2 and will be paid under Item No. 2).

\$ _____
Lump Sum

Item No. 2 – Dredging and Placement of Sand

Provide all labor, materials, tools, equipment and incidentals and doing all work as may be necessary to dredge and remove the Central Basin flood shoal; including dredging, transporting, beach placement, measuring, filling, and final grading, for a unit price per cubic yard of:

118,000 cubic yards x \$ _____/yd³ = \$ _____
Total Price

Item No. 3 – West Basin Erosion Repair Grading

Provide all labor, materials, equipment as may be necessary to conduct balanced cut/fill regrading of the West Basin area as illustrated on Plans; including provision of construction period tidal exchange to all waters, excavating material from intertidal and subtidal areas, filling intertidal and supratidal areas, surveying grades, and final grading for the lump sum price of:
(NOTE: Grading volumes are estimated by the engineer to be a balanced cut/fill of 4,500 cy on the north side of the main channel and 16,500 cy of cut/fill on the south side of the channel. Contractor shall cost this item based on its own estimates of volume and work effort).

\$ _____
Lump Sum

Item No. 4 – Drainage Repairs and Installation

Provide all labor, materials, tools, equipment and incidentals and doing all work as may be necessary to repair failed rock apron at headwall and to install stormwater erosion prevention swale in West Basin, including base preparation, salvage and reuse of existing rock, placement of geofabric underlayment, slurry fill of voids beneath headwall, and purchase of materials, for a lump sum price of:

\$ _____
Lump Sum

Item No. 5 – Fencing Repairs and Installation

Provide all labor, materials, tools, equipment and incidentals and doing all work as may be necessary to remove failed fencing, conduct minor repairs on serviceable fencing, and construct new 6-foot galvanized vinyl coated commercial grade fencing and one double gate as indicated on plans, for a lump sum price of: **(NOTE: It is estimated that 300 feet of failed fencing will need to be removed and 800 feet of new fencing may need to be constructed. Any lengths of fencing provided by engineer are estimated. Contractor shall cost this item based on its own estimates of fencing removals, repairs, and installation required and work effort entailed).**

\$ _____
Lump Sum

2. Subcontractors –

Attach Bidder Declaration GSPD-05-105 listing all subcontractors and function to be performed. Identify DVBE firms as appropriate including the value of work to be performed. Attach STD 843 Disabled Veteran Business Enterprise Declaration or copies of DVBE Certification letters for qualifying firms.

a. GSPD-05-105 link

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=GSPD-05-105&view=FitH&pagemode=none>

b. STD 843 link

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=std%20843&view=FitH&pagemode=none>

3. Proposed Equipment –

Attach specific equipment to be used and a brief description of the proposed methodology.

4. Detail Price Listing –

Attach listing of the hourly fee rates for the specific classes of employees and/or services that may be used for this project and a listing of equipment rates by day.

ATTACHMENT 4

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment and all requested materials with your bid will cause your bid to be deemed non-responsive and rejected. Attach additional sheets if necessary.

The Bidder shall submit evidence that its firm or joint venture partners and subcontractors are experienced and competent to construct the project using a floating dredge and discharge pipeline. The evidence shall include references from at least five similar and successful projects constructed over the last 10 years. "Similar projects" are defined as hydraulic dredging projects of which at least one project:

- a) Must have employed a discharge pipeline for placement of the dredged materials
- b) Must have been conducted in a tidal environment.

Each of the five similar projects must include:

- c) Client for whom the work was performed
- d) Name, address, contact information as specified below of knowledgeable person of the Client for whom the Project was performed.
- e) Project Description.
- f) Name(s) of person(s) in charge of dredging operations.
- g) Dimensions and volumes of each job.
- h) Detailed description of equipment used.

This evidence shall demonstrate that the Bidder/Contractor has sufficient competent experienced personnel and proven methods to carry out the operations specified in this IFB. This information shall be provided on the forms included in this attachment. **No alternative formats will be accepted.**

ATTACHMENT 4

BIDDER REFERENCES cont'd

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided Including Person in Charge of Operations, Dimensions/Volumes and Equipment Used			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided Including Person in Charge of Operations, Dimensions/Volumes and Equipment Used			

ATTACHMENT 4

BIDDER REFERENCES cont'd

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided Including Person in Charge of Operations, Dimensions/Volumes and Equipment Used			
REFERENCE 4			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided Including Person in Charge of Operations, Dimensions/Volumes and Equipment Used			

ATTACHMENT 4

BIDDER REFERENCES cont'd

REFERENCE 5			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided Including Person in Charge of Operations, Dimensions/Volumes and Equipment Used			

Attach additional sheets as necessary to provide the following information:

- Qualifications/resume(s) of proposed Dredging Specialist(s).

ATTACHMENT 5

COMPLIANCE WITH GOVERNMENT CODE, SECTION 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with CSLC. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by CSLC, or who may have a financial interest in the policies and programs of CSLC and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury.

CURRENT CLIENTS MEETING ABOVE CRITERIA

CLIENT NAME	CONTRACT	ADDRESS	PHONE

NOTE: Upon determination by CSLC that a conflict of interest exists as a result of the disclosed relationship will be grounds for disqualification of bidder.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

being first duly sworn, deposes and says that he or she is _____ of _____

(the bidder)

Dated: _____

MUST BE NOTARIZED
(attach acknowledgement)

ATTACHMENT 7

PREQUALIFICATIONS FOR CONTRACTOR

In 1999, the Legislature enacted a law that allows public agencies to require licensed contractors that wish to bid for public works to "pre-qualify" for the right to bid on a specific public works project. To qualify, Contractor seeking to bid on public works project is required to answer the following:

1. Identification of company submitting this bid:

Name of firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

2. Person authorized to execute an agreement for the company:

Name: _____

Title: _____

3. Type of company (must be one of the following, check applicable):

☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

4. Bidder possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.

☐ Yes ☐ No **(Attach copies of licenses qualifying bidder to perform work specified.)**

5. Current Class A, General Engineering Contractor license is required. Complete the following:

Licensee: _____

License Number: _____ Expiration Date: _____

6. Do you have a written company Illness and Injury Prevention Program?

☐ Yes ☐ No

7. Bidder has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate as specified in the Invitation for Bid.

☐ Yes ☐ No

8. Bidder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 et. seq.

☐ Yes ☐ No

9. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you are bidding.

☐ Yes ☐ No

ATTACHMENT 7

10. Has there been any occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws?

☐ Yes ☐ No

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations or the laws pertaining to use of apprentices on public works?

☐ Yes ☐ No

12. Has the bidder, any officer of the bidder or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation?

☐ Yes ☐ No If Yes, attach explanation of circumstances.

13. Has the bidder been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "bidder" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes ☐ No

14. Most recently completed public works project. Type of work (mark all that apply):

☐ Dredging

☐ Wetlands Restoration

☐ Grading and drainage

☐ Other: _____

☐ Earth embankment/fill placement

☐ Other: _____

15. Has bidder, within the previous three years, had any business activities or other operations outside of the United States?

☐ Yes ☐ No If Yes, you must complete and submit Attachment 11, Darfur Certification.

I, the undersigned, certify and declare that I have read all the foregoing answers to the above questions and know their contents. Answers to above questions are true and of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Signature

Print Name and Title

Date Signed

The State Lands Commission reserves the right to reject any bidder, or any employee of such bidder who has a proprietary interest in such bidder, based on the information provided herein.

ATTACHMENT 8

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

Located at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

Attachment 9

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD.204 (REV. 2-99)

NOTE: Government entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee.

1	<div style="display: flex;"> <div style="width: 20%; font-weight: bold; text-align: right; padding-right: 5px;">PLEASE RETURN TO:</div> <div> DEPARTMENT/OFFICE California State Lands Commission STREET ADDRESS 100 Howe Avenue, Suite 100 South CITY, STATE, ZIP CODE Sacramento, California 95825 TELEPHONE NUMBER (916) 574-2393 </div> </div>	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
2	PAYEE'S BUSINESS NAME <hr/> SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE <i>(Last, First, M.I.)</i> <hr/> MAILING ADDRESS <i>(number and Street or P.O. Number)</i> <hr/> <i>(City, State and Zip Code)</i>	
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> MEDICAL CORPORATION <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i> <input type="checkbox"/> EXEMPT CORPORATION (Nonprofit) <input type="checkbox"/> ALL OTHER CORPORATIONS </div> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR </div> </div>	NOTE: State and local governmental entities, including school districts are not required to submit this form.
4	PAYEE'S TAXPAYER I.D. NUMBER <div style="display: flex;"> <div style="width: 45%;"> SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 <i>(See reverse)</i> FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="width: 45%;"> SOCIAL SECURITY NUMBER <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> </div> <div style="display: flex; margin-top: 5px;"> <div style="width: 45%; font-size: small;"> IF PAYEE ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN. </div> <div style="width: 45%; font-size: small;"> IF PAYEE ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSAN. </div> </div>	NOTE: Payment will not be processed without an accompanying tax I.D. number.
5	PAYEE RESIDENCY STATUS CHECK APPROPRIATE BOX (EX) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> California Resident – Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident <i>(See Reverse)</i> Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA </div> <div style="width: 45%; font-size: small;"> NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. <i>(See reverse)</i> </div> </div>	
6	<div style="text-align: center; font-weight: bold; margin-bottom: 10px;"> <i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i> </div> <div style="display: flex;"> <div style="width: 55%;"> CERTIFYING SIGNATURE <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> </div> <div style="display: flex; margin-top: 5px;"> <div style="width: 55%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> </div>	

Attachment 9

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD.204 (REV.2-99 (REVERSE))

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call1-800-852-5711

From outside the United States, call..... 1-916-845-6500

For hearing impaired with TDD, call.....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0615
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

Attachment 10

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____
has awarded to _____ whose address is
(CONTRACTOR/PRINCIPLE)

_____ as Principle, a contract for the work described as follows:

WHEREAS, the provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized
under the laws of _____, and authorized to transact a general surety business
in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of
_____ (_____), for which payment
we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractor shall fail to pay any of the persons name in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety; to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

Attachment 11

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 12

Note to Bidders: The following 8 pages represent a sample of the contract that will be awarded from this IFB.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

CONTRACT REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME _____
 CONTRACTOR'S NAME _____
2. The term of this Agreement is: _____
3. The maximum amount of this Agreement is: \$ _____
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	Page(s)
Exhibit B – Budget Detail and Payment Provision	Page(s)
Exhibit C* – General Terms and Conditions	GTC610
Check mark one item below as Exhibit D:	5 Page(s)
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions (attached hereto as part of this	Page(s)
<input type="checkbox"/> Exhibit D* – Special Terms and Conditions	Page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) _____

BY (Authorized Signature)

DATE SIGNED

✚

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

✚

PRINTED NAME AND OF PERSON SIGNING

TITLE

ADDRESS

CALIFORNIA
Department of General Services
 Use Only

☐ Exempt per _____

ATTACHMENT 12

EXHIBIT A

SCOPE OF WORK

1. Services [±] Contractor agrees to perform the work described in the California State Lands Commission's Invitation for Bid (IFB), Bid Log Number 2011-01 entitled **Batiquitos Lagoon Maintenance Dredging Project**. All work performed pursuant to the terms of this agreement shall be done to the reasonable satisfaction of the CSLC.
2. Conflict – The parts of this agreement are complementary and describe and provide for the completion of the services specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement. An inconsistency in this agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order:
 - a. Standard Agreement
 - b. Scope of Work to be Performed (Exhibit A to this Agreement)
 - c. Invitation for Bid Log 2011-01
 - d. Scope of Work and Specifications
 - e. Contractor's Response to Invitation for Bid

Item c and d above and their supporting documentation are hereby incorporated by reference and made a part of this Agreement as if included herein. No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

3. Location of Work – The property or premises location where said work shall be performed shall be at the Bolsa Chica Lowlands Project, Huntington Beach, California 92648.
4. The Project Manager during the term of this Agreement will be:

State Lands Commission

Name:
Tel.
Fax:
E-mail:

Contractor

Name:
Tel.
Fax:
E-mail:

5. Direct all Agreement inquiries to:

State Lands Commission

Name:
Tel.
Fax:
E-mail:

Contractor

Name:
Tel.
Fax:
E-mail:

ATTACHMENT 12

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment: For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, California 95825-8202
Attn: Annabell Abeleda

2. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
4. Progress Payment: Progress payments are permitted for tasks completed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.
5. Subcontractor's Payment – Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State

ATTACHMENT 12

EXHIBIT C

GENERAL TERMS AND CONDITIONS GTC610

PLEASE NOTE: The General Terms and Conditions are no longer attached as an exhibit to the agreement. It can be viewed on the Internet site at <http://www.ols.dgs.ca.gov/standard+language>.

SAMPLE CONTRACT

ATTACHMENT 12

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Effective Date** – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. **Renewal Option** \mp The State shall have the option of renewing this Agreement for two (2) consecutive years. If the State exercises the option, the Agreement shall include an option provision for the second additional year. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed four (4) years.

3. **Settlement of Disputes** \mp In the event of a dispute, Contractor shall file a "Notice of Dispute" with *California State Lands Commission, Executive Officer or designee* within ten (10) days of discovery of the problem. Within ten (10) days, the California State Lands Commission or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the California State Lands Commission or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

4. **Evaluation of Contractor** \mp Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the contract amount is over \$5,000.
5. **Termination Clause** \mp The State reserves the right to terminate this agreement without cause upon 30 days written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

6. **Liability Insurance Requirements** \mp Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

Minimum Scope of Insurance:

- a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- b) The Insurance Policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- c) Coverage must be in force for the complete term of the Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to expiration of this insurance. This insurance must still meet the term of this Agreement.
- d) In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- e) Any insurance required to be carried shall be primary, and not excess to any other insurance carried by the State.

ATTACHMENT 12

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- f) The State shall not be responsible for any premiums or assessments on the policy.
- g) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.
- i. Commercial General Liability – Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- ii. Automobile Liability – Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- iii. Workers' Compensation/Employer's Liability – Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 per incident shall be required.
7. Subcontractors [≠] Contractor's bid list specific subcontractors to be used in the performance of this Contract and is entered into by State with reliance on those identified subcontractors. Contractor shall not replace Subcontractors listed in its bid without the prior written approval of State. Such approval shall not be unreasonably withheld. The provisions and obligations of this Contract shall apply to any new subcontract and subcontractor and Contractor shall be responsible to State for any damages arising out of subcontracts not in accordance with this Contract. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. .
8. Public Works - Rules/Regulations [≠] The Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
9. Employment of Undocumented Aliens [≠] No state agency or department, as defined in Public Contract Code Section 10357, that is subject to this code, shall award a public contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.

ATTACHMENT 12

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

10. **Antitrust Claims** [≠] The Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code section 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

11. **Prevailing Wage Rates** [≠] The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

The prevailing wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates or for the necessity for payment by the Contractor of subsistence, travel time, overtime or other added compensations.

If it becomes necessary to employ work classifications other than those listed, the Contractor shall notify the State immediately. The State will ascertain the additional prevailing wage rates. The rates thus determined shall be applicable as the minimum from the time of initial employment.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with section 1770 through 1780 of the California Labor Code.

12. **National Labor Relations Certification** [≠] By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Relations Board.

13. **Americans with Disabilities Act** [≠] By signing this Agreement, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC Section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

ATTACHMENT 12

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

14. **Audit Language** [≠] The Contractor agrees that the awarding agency or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the Contractor's records, files, documents, accounts and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The state agrees to treat as confidential any proprietary information obtained as a part of any such audit.

15. **Labor Code Certifications**

- a. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- b. It is hereby mutually agreed that the contractor shall forfeit to the State \$50.00 for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to property, registered apprentices.
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars for each work employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- d. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

The Contractor and each subcontractor must comply with the requirements of the Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

- e. Each Contractor and subcontractor shall comply with the Labor code Section 1776 regarding record keeping.

16. **Licenses and Permits** [≠] The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide CLSC a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ATTACHMENT 12

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

17. Disabled Veterans Business Enterprise (DBVE) Goals – The Contractor shall comply with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the STD.840, Documentation of Disabled Veteran Business Enterprise Program requirements to and made a part of this agreement.

The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended:

_____ percent of work for DVBE

Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Contract Officer. No substitutions are to be made without receipt of prior written approval from the Contract Officer. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by SLC.

18. Equipment Indemnification ½ The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this agreement or by operations of the Contractor or the Contractor's employees under this Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.
19. Project Completion Review ½ If the Contractor's work was found incomplete or not performed in accordance with the Agreement provisions, the State Project Manager shall mark the invoice as denied, state the reason for denial of the invoice, sign and date the invoice, make a copy of the invoice for the Contract Officer's file, and return the denied invoice to the Contractor.

2011-2012 Batiquitos Lagoon Maintenance Dredging and Erosion Repairs Mandatory Pre-Bid Meeting

Where: Batiquitos Lagoon E-1 Least Tern Nest Site off La Costa Avenue

When: Friday, September 16, 2011 (4:30 pm-6:00pm)

Directions: Take the La Costa Avenue exit from I-5 east to La Costa Park & Ride.
Tern colony entrance is from the Park & Ride.

This is a **MANDATORY** pre-bid meeting. If a party is not represented, your firm will not be allowed to bid on this solicitation. If work is to be performed by a joint venture, at least one member of the joint venture partners must be represented at the pre-bid meeting. We apologize for the day and time selection. However, mandatory advertisement periods prior to the pre-bid meeting and desirable tides for viewing the work area at low tide do not align well.

At the pre-bid meeting, a presentation of the project site and details of work will be made. We will view the E1 Nest Site as the location for dredge staging and launching and will then caravan to an overlook over the Central Basin to view the dredging area. From here we will go to the W2 Nest Site to review the erosion repair areas and beach placement locations. Bidders will be allowed to view all of the work areas and ask questions. Questions will be answered at the pre-bid meeting to the maximum extent possible and if necessary, a follow-up written response to questions will be prepared.

